IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

TUESDAY, THE FIFTEENTH DAY OF MARCH
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE MR JUSTICE N.V. RAMANA

WRIT PETITION NO : 12320 of 1998

Between:

Shambbhu Teja Industries Sc. No. 326 , Rep. by Partner R.K Mittal S/o Nagar Mal R/o Narsinghi , Rajendra Nagar (M), R.R District.

..... PETITIONER

AND

The Assistant Divisional Engineer A.P.S.E.B
Ibrahimbagh , Hyderabad

.....RESPONDENT

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to issue a writ or direction more preferably the Writ of Mandamus declaring the impugned notice No. ADE/O/I.bagh/F/DN.673 dt 26-3-98 issued by the respondent is as illegal, arbitrary and violative of the principles of the natural justice and consequently declare that the petitioner's is not liable to pay the amount as demanded in the impugned notice.

Counsel for the Petitioner: MR.KOWTURU VINAYA KUMAR

Counsel for the Respondent : SC FOR A.P.S.E.B.

The Court made the following :

ORDER:

Heard the learned counsel for the petitioner and the learned Standing Counsel for A.P.S.E.B. appearing for the respondent.

This writ petition is filed seeking to declare the Notice No.ADE/O/I.bagh/F/DN.673, dated 26-03-1998 issued by the respondent calling upon the petitioner to pay development charges of Rs.48,000/- and additional consumption deposit of Rs.4,800/- on the ground that the consumer has connected a load of 92 HP against the sanction contracted load of 60HP, thus exceeding the sanction load by 32 HP, as illegal and arbitrary.

The learned counsel for the petitioner submits that there is no material to substantiate the allegations in the impugned notice. He also submits that the petitioner gave a representation dated 24-4-1998, to the respondent-Assistant Divisional Engineer, APSEB, Ibrahim Bagh, Hyderabad, denying the allegations made in the impugned notice, but the respondent without considering the said representation, disconnected power supply to the petitioner-Industry even before expiry of 30 days of notice. He further submits that by virtue of interim order dated 30-4-1998 of this Court made in W.P.M.P. No.14924 of 1998 and on the petitioner depositing 1/4th of the demanded amount, the respondent restored power supply to the petitioner-Industry. He submits that a direction may be given to the respondent to consider the representation of the petitioner, before determining the amount claimed in the impugned demand notice.

A counter-affidavit is filed on behalf of the respondent denying the allegations made in the affidavit filed in support of the writ petition. It is stated that on 05-02-1998 the Assistant Engineer/D.P.E. Vidyut Soudha inspected the service No.326 of M/s. Nand Kishore Agarwal, and found a total load of 92 HP which is in excess of 32 HP over and above the contracted load of 60 HP, for which a demand notice was issued to Mr. Vijay Agarwal representative of M/s. Nand Kishore Agarwal demanding

payment of a sum of Rs.48,000/- towards development charges and Rs.4,800/- towards additional consumption deposit within one month of its receipt. Since no amount was paid as demanded, the service was disconnected. It is stated that since the consumer violated the terms and conditions by connecting additional load of 32 HP without the prior permission of the Board, he has to pay additional development charges and consumption deposit besides paying the consumed units under H.T. tariff as per B.P. Ms.No.281, dated 16-3-1996. Thus, the respondent prays to dismiss the writ petition.

It is not stated in the counter-affidavit whether the respondent had given any notice to the petitioner-Industry, which is utilizing the power supply in question, or considered the representation submitted by the petitioner to the impugned demand notice, before disconnecting the power supply.

In the circumstances, the respondent is directed to consider the representation dated 24-4-1998, submitted by the petitioner, and pass final orders in the matter expeditiously in accordance with law, including the determination of additional development charges and consumption deposit, if any, payable by the petitioner. In case, in pursuance of the final orders that may be passed by the respondent any amount is payable by the petitioner towards additional development charges and consumption deposit, the respondent is at liberty to direct the petitioner to pay the same, after giving credit to the 1/4th of the demanded amount deposited by the petitioner pursuant to the interim order of this Court, dated 30-04-1998 made in W.P.M.P. No.14924 of 1998.

With the above directions, the writ petition is disposed of. No costs.

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N.V. RAMANA, J

Date: 15-03-2005

Svv

..... REGISTRAR

// TRUE COPY //

SECTION OFFICER

To

1. The Assistant Divisional Engineer A.P.S.E.B
   Ibrahimbagh , Hyderabad.

2. Two CD copies

*Form-NIC-OGS/WP{**SRAVAN**}*